

CONTRACT

between

CLIFTON ASSOCIATION OF EDUCATIONAL SECRETARIES

and

CLIFTON BOARD OF EDUCATION (EMPLOYER)

X JULY 1, 1985 through JUNE 30, 1988

Wayne Demikoff  
Wayne Demikoff, President  
Clifton Board of Education

Josephine Menegus  
Josephine Menegus, President  
Clifton Association of Educational Secretaries

## PRINCIPLES

- A. This Agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the classifications set forth in Article I attached hereto and made a part hereof.
- B. The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise as to proper interpretation or implementation of this Agreement or of policies or regulations of the Board, and accordingly herein agree upon a grievance procedure for the effective processing of such disputes.
- C. The Board and the Association, the parties to the Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support, and seek to fulfill.
- D. The provisions of the Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules, or regulations of the parties will operate retroactively unless expressly so stated.

## ARTICLE II

### Work Year

A. The work year of employees shall be as follows:

1. 10-month secretaries shall work from September 1 until their principal leaves in June, with the same vacation schedule as the teaching staff.
2. 12-month secretaries shall work from July 1 to June 30 with vacation benefits as indicated.

B. All 10-month employees shall work six and three quarter hours per day. All 12-month employees shall work six and one half hours per day.

C. Vacations

1. After twelve (12) months' service, twenty-two (22) working days for 12-month employees
2. For service of less than one year, 12-month employees shall receive two (2) days per month, not to exceed twenty-two (22) working days.

D. The following additional days off shall be allowed with pay:

1. Two (2) days during the New Jersey Educational Association Convention in the fall.
2. Snow Days - as called by the Superintendent of Schools.

E. Summer Work Hours

During July and August, 12-month employees have the option of working four or five days per week without reducing the total hours worked for the week. Either Monday or Friday may be taken as the day off. Employees may work any combination of four or five day weeks during July and August.

However, the above electives apply only if the following conditions are met:

1. Any employee who is out during the week for any reason whatsoever will not be entitled to participate in these options on the next Monday or Friday following their return.
2. It is strictly the prerogative of the administration or department head to make the final decision based on the needs of the district as to whether a Monday or Friday is the day taken off.

F. On National Secretary Day each member of the unit shall receive two and one half hours to attend a Secretaries Luncheon at their own expense.

ARTICLE IV  
Authorized Absences

- A. Procedure - When unable to report to work, the individual employee shall call the answering service (number will be provided at the beginning of the school year) as soon as possible, stating the employee's name, assignment, reason for and date(s) of absence. Employees traveling within the school district shall also notify the answering service.

B. Authorized Absences

1. Employee Illness

Fifteen (15) full sick days for 12-month employees and twelve (12) full sick days for 10-month employees. There is no limit to the number of sick days that may be accumulated subject to the provision herein. Also, employees will be eligible for twenty-four (24) one-half ( $\frac{1}{2}$ ) sick days for 12-month employees and twenty (20) one-half ( $\frac{1}{2}$ ) sick days for 10-month employees, which will be allowed after all other accumulated sick days have been exhausted.

2. Death

Four (4) consecutive school days following the date of death for each herein specified, without salary deduction, shall be allowed for the death of a father, mother, brother, sister, husband, wife, child, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, and legal guardian.

3. Jury Duty

No salary deduction.

4. Marriage

A maximum of five (5) school days during the year with a deduction of 1/240 for 12-month employees and 1/200 for 10-month employees of the annual salary for each day.

5. Military Reasons

Military leaves shall be granted on the individual basis in accordance with the existing New Jersey Statutes, without salary deduction. Employees who are members of the Reserves or National Guard shall request his or her superior officer to allow him or her to fulfill his or her military requirements during the summer vacation.

6. Personal Reasons

Employees shall be granted three (3) personal days (not to be taken from accumulated sick leave). If not used, the three (3) days will remain in effect, but there is no accumulation beyond three (3) days in any one year.

ARTICLE IV  
Authorized Absences

B. Authorized Absences (continued)

7. c) The Board may require any secretary to produce a certificate from a physician in support of the requested leave dates. The physician's certificate is subject to agreement by the Board's physician. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board, except that the Board may change the requested date upon finding that the grant of a leave for the dates stipulated and medically confirmed would substantially interfere with the administration of the school.

Following the grant of such leave to any secretary, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application by the secretary to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time except that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school and provided that such change is not medically contraindicated. The Board may require any secretary to produce a physician's certificate in support of the requested change and is subject to agreement by the Board's physician.

- d) Any secretary granted maternity leave without pay according to the provisions of this section may, at her discretion, elect to substitute all or a portion of her accumulated sick time in lieu thereof and receive full pay and benefits for the same, but only to the extent that the absence from school is a result of pre or post birth illness. It should be presumed that such illness exists for one month before and one month after birth. Any departure from this presumption must be medically substantiated.
- e) Upon return from a maternity leave of absence, the secretary shall be reinstated in her same position.
- f) The Board is under no compulsion to continue the employment of a non-tenured secretary beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or child-birth.

The maternity leave period shall not be counted for tenure purposes.

ARTICLE VI  
Employee Rights

- A. In keeping with the Board's policy (File No. 4213) regarding Affirmative Action, and with respect to the laws pertaining to "Openness in Government", the Board of Education agrees to advertise within the system all secretarial positions to be vacated within ten (10) school business days of the acceptance of a resignation or retirement of the employee creating the vacancy or approval by the Board of Education creating a new secretarial position, so that any secretary may apply for a transfer if desired.
- B. The Board and Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly demonstrate that there is no discrimination in the hiring, training, assignment, promotion, transfer or disciplining of secretaries or in the application of this Agreement on the grounds of race, color, creed, religion, national origin, sex, domicile, or marital status.
- C. Board practice, rules, regulations or policies relating to terms and conditions of employment applicable to employees shall continue in force and effect during the terms of this Agreement except as this Agreement shall otherwise provide.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. No secretary shall be reduced in grade or suffer loss of compensation or shall be deprived of any professional advantage without just cause. Any such action taken by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.
- F. When a secretary is advanced from one grade to another, she shall remain at the former salary for a period of sixty (60) days. If her work proves satisfactory and she remains in the advanced grade, she shall receive the salary for that particular grade and step retroactively for the sixty (60) days' service in that position.

## ARTICLE VII

### Seniority

In the event unit members must be laid off as a result of a reduction in force, said layoff will be made on the basis of seniority. Seniority within grouping shall be defined as continuous employment time in the Clifton Public School System in grouping as defined in the recognition clause. In Group I, for the purposes of seniority, Secretary Grades I, II and III shall be considered as one position. However, no Group II secretary may assume a higher grade position based on seniority as a secretary. She may assume another position within grouping at her own grade, or a lower grade, based on seniority as a secretary.

Any effected employee who bumps into a lesser salary classification shall retain her previously held salary in the high classification until the salary guide step in the lesser classification surpasses the salary she was earning in the previously held higher classification. In no event shall the salary paid to an employee in a lesser classification be higher than the salary paid on the same step in a high classification.

In the event a vacancy occurs, laid-off employees shall be entitled to recall in order of seniority in grouping.

No new bargaining unit member may be hired in grouping while unit members are still on layoff, with the exception of positions covered by Statute Title 18A:17-24.

When unit members are recalled to work, they shall be restored to the appropriate step on the salary scale receiving credit for all time served in Clifton. All accumulated sick time and all other benefits said employee has at the time of layoff shall be restored in their entirety, as well as any new benefits acquired by unit members, upon the return of the employee.

Seniority shall not be accumulated during the period of layoff or approved leave of absence. Upon recall or return from approved leave of absence, employees shall have their accumulated seniority to the date of layoff or commencement of approved leave of absence.

Notwithstanding any reference to groupings hereinabove, a non-tenured employee shall be laid off prior to any tenured employee being laid off.

## ARTICLE IX

### Benefits

#### A. Insurances

All members of the Association shall receive the same insurance benefits as granted the Clifton Teachers' Association.

#### B. Retirement Allowance

The Board agrees that upon retirement from active service in accordance with the regulations set down by the Public Employees' Retirement System it shall continue the retiree on the payroll until 34% of the eligible unused sick days has been exhausted, payable at the final year's salary, or at the employee's option, the Board shall pay the employee 34% of the eligible unused sick days in a lump sum.

If the employee wishes the cash benefit, it will be implemented according to the following examples:

A 12-month employee at retirement having 100 unused sick days shall be entitled to 34% of the 100 days, or 34 days multiplied by 1/240th of the annual salary being paid said employee at time of retirement.

A 10-month employee at retirement having 100 unused sick days shall be entitle to 34% of the 100 days, or 34 days multiplied by 1/200th of the annual salary being paid said employee at the time of retirement.

- C. In the event of death while in the employ of the Clifton Board of Education, payment at full salary of unused vacation days shall be paid to the estate of the deceased.
- D. In the event of death while in the employ of the Clifton Board of Education, payment of retirement benefits shall be paid to the estate of the employee.

## ARTICLE X

### Miscellaneous

- A. The Board agrees to allow an in-service workshop for secretarial personnel on day(s) designated for "Teacher Institute" for the purpose of clarification and instruction of procedures established by the Board of Education.

#### B. Agency Shop

85% of the dues for non-members will be forwarded to the Association by the Board.